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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

INTERNET SPORTS INTERNATIONAL,  
LTD., a foreign corporation;

Plaintiff,

vs.

AMELCO USA, LLC, a Delaware limited  
liability company; AMELCO UK LTD., a  
foreign corporation, and DOES I THROUGH X,  
INCLUSIVE; AND ROE CORPORATIONS I  
through X, inclusive,

Defendants.

CASE NO.: 2:23-CV-00893-ART-NJK

**OPPOSITION TO PLAINTIFF ISI'S  
SECOND MOTION TO COMPEL  
DOCUMENT PRODUCTIONS  
RESPONSIVE TO ISI'S REQUEST NOS.  
31, 39, 43, and 44**

Defendants Amelco USA, LLC ("AUSA") and Amelco UK, Ltd. ("AUK") (collectively, "Amelco") hereby oppose Plaintiff Internet Sports International, Ltd.'s ("ISI") Second Motion to Compel Document Productions Responsive to ISI's Request Nos. 31, 39, 43, and 44 (ECF No. 96) (the "Motion"). This Opposition is based on the below memorandum of points and authorities, the Declaration of John D. Tennert, III; the exhibits and papers on file and attached to the Declaration of John D. Tennert, III, and any other pleadings and papers on file with this Court.

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## MEMORANDUM OF POINTS AND AUTHORITIES

### **I. INTRODUCTION AND BACKGROUND**

ISI's conclusory assertion that AUSA and AUK have refused to meaningfully participate in the meet-and-confer process in an effort to "run out the clock on discovery" is hyperbolic and asks this Court to needlessly parse through cherry-picked email traffic. *See F.D.I.C. v. Butcher*, 116 F.R.D. 196, 203 (E.D. Tenn. 1986) ("Discovery is supposed to proceed with minimal involvement of the Court."). To the contrary, AUSA and AUK have repeatedly offered to supplement further its responses once ISI is able to identify its alleged "trade secrets" with reasonable particularity. *See* ECF No. 96-5 at 4.

As with its two previous motions to compel, ISI seeks a premature order from this Court compelling AUSA and AUK to produce documents without "meaningfully articulat[ing] what it claims AUSA and AUK misappropriated or improperly used that belongs to ISI..." Def.'s Response at 2:19–20 (ECF No. 92). ISI should therefore be required to articulate its trade secrets with specificity so that AUSA and AUK can formulate an appropriate response.<sup>1</sup> Until then, AUSA and AUK cannot sensibly respond to impermissibly overbroad and burdensome requests, such as request No. 31, that generally seek "hardware or software related to retail gambling or gaming solution sold by Amelco in the United States," without first understanding what ISI claims are its trade secrets. Otherwise, if ISI's trade secrets do not actually exist, ISI may "mold its cause of action around the discovery it receives." *DeRubeis v. Witten Techs., Inc.*, 244 F.R.D. 676, 680 (N.D. Ga. 2007).

Notwithstanding, AUSA and AUK, in a good faith effort to avoid court intervention, have worked to produce for ISI the kiosk(s) and JIRA tickets arising from request Nos. 39, 43, and 44. Specifically, AUSA and AUK confirmed that they have located one kiosk, which AUSA and AUK will make available for ISI's inspection. *See* ECF No. 96-5 at 4 ("We are aware of at least one kiosk that was shipped from Las Vegas to London."). In fact, counsel for the parties recently

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<sup>1</sup> As detailed in the other responses to ISI's motions, AUSA and AUK reserve their rights to supplement their responses to ISI's requests at issue herein in a good faith effort to avoid necessitating court intervention on this matter.

1 travelled to London, England for depositions and engaged in additional discussions about the  
2 kiosk.

3 Additionally, on March 26, 2024, AUSA and AUK produced a JIRA log/ledger which ISI  
4 claims, without explanation, is “unusable.” ECF No. 96-9 at 4. A day later, on March 27, 2024,  
5 AUSA and AUK offered to determine “whether further responsive documents exist or are capable of  
6 being produced in a format different than what...has already [been] produced.” ECF No. 96-9 at 2–  
7 4.

8 Notably, contrary to ISI’s declaration, the parties had not substantively conferred on the JIRA  
9 ticket and kiosk disputes following the above correspondence. The conferences that took place on  
10 March 21st and 27th largely concerned **ISI’s** deficient interrogatory responses—not the requests at  
11 issue in this Motion. *See* ECF No. 96-6 at 5 (detailing the meet and confer topics). ISI briefly raised  
12 the issues related to the JIRA ticket and kiosk raised at the end of each conference without an actual  
13 resolution as to whether the parties had reached an impasse. Ex. 1, Tennert Decl. ¶¶ 8–9.

14 Despite these efforts, on April 1, 2024, ISI filed the instant Motion while the parties were  
15 travelling to the UK for depositions. As a consequence, ISI’s actions can hardly be described as a  
16 “sincere effort” to resolve the matter informally without the assistance of this Court. *See Nevada*  
17 *Power Co. v. Monsanto Co.*, 151 F.R.D. 118, 120 (D. Nev. 1993) (“Inherent in Rule 190–1(f)(2)’s  
18 language, and essential to the Rule’s proper operation, is the requirement that parties treat the  
19 informal negotiation process as a substitute for, and not simply a formalistic prerequisite to,  
20 judicial resolution of discovery disputes.”).

21 Because ISI has failed to meaningfully articulate what it claims AUSA and AUK  
22 misappropriated or improperly used that belongs to ISI, the Motion should be denied or, in the  
23 alternative, ISI should be required to articulate its trade secrets with specificity so that AUSA and  
24 AUK can formulate an appropriate response. Additionally, ISI’s Motion should be denied to the  
25 extent it asks this Court to resolve ongoing negotiations, in violation of Local Rule 26, that arise  
26 from overbroad and burdensome requests related to the JIRA tickets and kiosk(s), which are the  
27  
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1 subject of ongoing meet and confer or moot as AUSA and AUK have already produced relevant  
2 documents within its possession.

## 3 **II. LEGAL STANDARD**

4 Under Rule 37, a party may move to compel the production of documents if a party fails  
5 to produce documents requested under Rule 34. Fed. R. Civ. P. 33(a)(3)(B)(iv). Before moving  
6 to compel, however, the moving party is required to certify that it has met and conferred in good  
7 faith before seeking judicial intervention. Fed. R. Civ. P. 33(a); *see Marshall v. CBE Group, Inc.*,  
8 216CV02406GMNNJK, 2017 WL 10900254, at \*1 (D. Nev. Apr. 3, 2017) (internal citations  
9 omitted). As this Court has explained:

10 Discovery is supposed to proceed with minimal involvement of the  
11 Court . . . Counsel should strive to be cooperative, practical and  
12 sensible, and should seek judicial intervention only in  
13 extraordinary situations that implicate truly significant interests . .  
14 . A threshold issue in the review of any motion to compel is  
15 whether the movant made adequate efforts to resolve the dispute  
16 without court intervention.

17 *Marshall*, 2017 WL 10900254, at \*1.

18 To meet this obligation, parties must “treat the informal negotiation process as a substitute  
19 for, and not simply a formalistic prerequisite to, judicial resolution of discovery disputes . . . This  
20 is done when the parties ‘present to each other the merits of their respective positions with the  
21 same candor, specificity, and support during the informal negotiations as during the briefing of  
22 discovery motions.” *Russell Rd. Food & Beverage, LLC v. Galam*, 2:13-CV-0776-JCM-NJK,  
23 2014 WL 12816123, at \*1 (D. Nev. May 12, 2014). “Only after all the cards have been laid on  
24 the table, and a party has meaningfully assessed the relative strengths and weaknesses of its  
25 position in light of all available information, can there be a ‘sincere effort’ to resolve the matter .  
26 . . To ensure that parties comply with these requirements, movants must file certifications that  
27 ‘accurately and specifically convey to the court who, where, how, and when the respective parties  
28 attempted to personally resolve the discovery dispute.’” *Id.* Under Local Rule 26-6, “[d]iscovery  
motions will not be considered unless the movant (1) has made a good faith effort to meet and

1 confer as defined in LR IA 1-3(f) before filing the motion, and (2) includes a declaration setting  
 2 forth the details and results of the meet-and confer conference about each disputed discovery  
 3 request.” Additionally, under Local Rule 26-6, all motions to compel discovery must “set forth in  
 4 full the text of the discovery originally sought and any response to it.”

5 Rule 26 provides that, unless otherwise limited by court order, the scope of discovery is  
 6 “any nonprivileged matter that is relevant to any party’s claim or defense and proportional to the  
 7 needs of the case, considering the importance of the issues at stake in the action, the amount in  
 8 controversy, the parties’ relative access to relevant information, the parties’ resources, the  
 9 importance of the discovery in resolving the issues, and whether the burden or expense of the  
 10 proposed discovery outweighs its likely benefit.” Fed. R. Civ. P. 26(b)(1). Although this rule has  
 11 been construed broadly, “the scope of discovery under the federal rules is not boundless; the  
 12 requests must be relevant and cannot be unreasonably cumulative, duplicative, or unnecessarily  
 13 burdensome in light of their benefit.” *Jackson v. Montgomery Ward & Co., Inc.*, 173 F.R.D. 524,  
 14 526 (D. Nev. 1997). Further, a district court has broad discretion in controlling discovery and  
 15 determining whether propounded discovery is burdensome and oppressive. *Id.*

16 Finally, when the party opposing discovery demonstrates that the discovery requests are  
 17 overly broad, unduly burdensome and irrelevant by providing specific facts regarding the nature  
 18 and extent of burden or detail regarding the time, money and procedures required to comply with  
 19 the improper request, the court may fashion any order which justice requires to protect a party  
 20 from undue burden, oppression or expense. *Collins v. Landry’s Inc.*, 2:13-CV-1674-JCM-VCF,  
 21 2014 WL 2770702, at \*3 (D. Nev. June 17, 2014).

### 22 **III. ARGUMENT**

#### 23 **A. As a Threshold Matter, the Court Should Deny ISI’s Motion Because ISI** 24 **Failed to Comply with Local Rule 26-6.**

25 Local Rule 26-6 requires that the parties meaningfully meet and confer before filing a  
 26 discovery motion, and that, upon filing, the movant submits a declaration “setting forth the details  
 27 and results of the meet-and confer conference about each disputed discovery request.” The meet  
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1 and confer requirement is not a “formalistic prerequisite to, judicial resolution of discovery  
 2 disputes,” but rather requires that the parties discuss their positions and support for their positions.  
 3 *Russell Rd. Food & Beverage, LLC v. Galam*, 2:13-CV-0776-JCM-NJK, 2014 WL 12816123, at  
 4 \*1 (D. Nev. May 12, 2014). Here, as with its preceding motions, ISI has treated the meet and  
 5 confer process and a formulaic “check the box” without meaningfully meeting and conferring by  
 6 agreeing to identify its alleged trade secrets with specificity to permit AUSA and AUK to  
 7 meaningfully respond, or allowing AUSA and AUK to gather information surrounding the JIRA  
 8 tickets and alleged multiple kiosks. ISI’s post hoc email summaries of the conferences serve only  
 9 to benefit its own manufactured narrative that AUSA and AUK are somehow obstructing the  
 10 discovery process, when in reality, ISI has rushed the discovery process to no parties’ benefit.

11 For example, ISI’s declaration attached to the Motion simply provides that on March 21st  
 12 and 27th the parties met and conferred on “among other issues, the JIRA tickets and Amelco’s  
 13 refusal to produce technical documents.” ECF No. 96-2 at ¶8. However, as noted above, the  
 14 March 21st and March 27th conferences were scheduled as an attempt to resolve ISI’s objections  
 15 to AUSA and AUK’s interrogatories, and not—as ISI has characterized it—conferences to  
 16 meaningfully resolve the JIRA ticket and kiosk issues. Further, AUSA and AUK have produced  
 17 a JIRA log/ledger and informed ISI of the location of the kiosk located, which AUSA and AUK  
 18 will make available for inspection. Thus, this Motion not only premature, but also unnecessary  
 19 considering the conversations between the parties, and ISI’s request to compel documents to their  
 20 requests should be denied on this basis alone.

#### 21 **B. ISI Has Failed to Identify Its Trade Secrets with Reasonable Particularity.**

22 AUSA and AUK’s objections to Request No. 31, 39, 43, and 44 are all based upon the fact  
 23 that ISI’s requests seek information that consists of trade secrets or other proprietary, confidential,  
 24 research, development, or commercial information of AUSA and AUK. Without specifying in  
 25 any meaningful detail what exactly ISI claims that AUSA or AUK took of ISI’s, ISI seeks to  
 26 uncover every “effort” AUSA or AUK (or their customers) has taken to develop “hardware or  
 27 software related to retail gambling or gaming solution sold by Amelco in the United States” from  
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2019 forward. Responding to these requests, without narrowing, would require AUSA and AUK disclose its own, and its customers', trade secrets to ISI and allow ISI to engage in a fishing expedition to determine what it wants to decide is its trade secret. *See Switch Communications Group v. Ballard*, 2:11-CV-00285-KJD, 2012 WL 2342929, at \*4 (D. Nev. June 19, 2012) ("Several courts have held that a party alleging a claim for misappropriation of trade secrets is required to identify its alleged trade secrets with reasonable particularity before it will be allowed to compel discovery of its adversary's trade secrets."); *DeRubeis*, 244 F.R.D. at 680 (discussing the four policies which support delaying trade secret discovery until trade secret plaintiff sufficiently describes trade secrets at issue, including: (1) without this, lawsuits might regularly be filed as fishing expeditions; (2) "until the trade secret plaintiff has identified the secrets at issue with some specificity, there is no way to know whether the information sought is relevant;" (3) "it is difficult, if not impossible, for the defendant to mount a defense until it has some indication of the trade secrets allegedly misappropriated;" and (4) "requiring the plaintiff to state its claimed trade secrets prior to engaging in discovery ensures that it will not mold its cause of action around the discovery it receives."). Thus, requiring AUSA and AUK to provide responses without ISI meaningfully identifying, via meet and confer or otherwise, its specific alleged trade secrets, would be contrary to the policies outlined in *DeRubeis v. Witten Techs.*

Contrary to ISI's assertion that it has identified its trade secrets with requisite particularity, simply identifying general categories of software and hardware does not prove ownership of a trade secret. Rather, plaintiffs in a trade secret case "should describe the subject matter of the trade secret with sufficient particularity to separate it from matters of general knowledge in the trade or of special knowledge of those persons...skilled in the trade." *Imax Corp v. Cinema Techs., Inc.*, 152 F.3d 1161, 1164 (9th Cir. 1998). Plaintiffs must "clearly refer to tangible trade secret material" instead of referring to a "system which *potentially* qualifies for trade secret protection." *Id.* at 1167 (emphasis in the original). Plaintiffs may not simply rely upon "catchall" phrases or identify categories of trade secrets they intend to pursue at trial. *See Imax*, 152 F.3d at 1167; *X6D Ltd. v. Li-Tek Corps. Co.*, No. 10-cv-2327-GHK-PJWx, 2012 WL 12952726, at \*6 (C.D. Cal. Aug. 27,



2012); *see also IDX Sys. Corp. v. Epic Sys. Corp.*, 165 F. Supp. 2d 812, 819 (W.D. Wis. 2001) (“Long lists of general areas of information containing unidentified trade secrets are not substitutes for particularized and concrete trade secrets.”).

Here, ISI has simply provided a list of “some of examples of the types of documents we are looking for” to demonstrate “Amelco’s technical capabilities,” but ISI itself has failed to meaningfully identify its trade secrets in this case. *See* ECF No. 96 at 10. In written discovery for example, ISI has regurgitated the allegations in its complaint and only identified limited “trade secrets,” including kiosk(s) it allegedly shipped to the UK (without specifying the components therein in detail), unspecified information contained in JIRA tickets exchanged between the parties, and the identities of a hand full of “suppliers” of ISI. ISI then indicated that it would supplement its responses with a separate “Trade Secret Disclosure” at some unidentified future date. *See* Exhibit 1 to Declaration of John D. Tennert, III, Plaintiff ISI’s Objections and Responses to AUSA’s Second Set of Interrogatories (filed under seal). However, providing general areas of information (information contained in thousands of JIRA tickets and broad unspecified allegations of hardware and software) can hardly be described as particularized and concrete trade secrets, and, in contrast, ISI’s discovery requests to AUK and AUSA broadly encompasses all of Amelco’s technical information, and could potentially sweep in information that is not relevant to any of ISI’s claims in this lawsuit. *See Switch*, 2012 WL 2342929, at \*6. Based on the foregoing, ISI’s Motion as to all requests should be denied until it can sufficiently identify its trade secrets with requisite particularity.

**C. ISI’s Requests for Production of Documents Nos. 31, 39, 43, and 44 Are Overbroad, Burdensome, and Disproportionate to the Needs of the Case.**

Under Rule 26:

[p]arties may obtain discovery regarding any nonprivileged matter that is relevant to any party’s claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit.



1 Rule 26 was amended in 2015 to emphasize the need to impose “reasonable limits on  
 2 discovery through increased reliance on the common-sense concept of proportionality.” *Roberts*  
 3 *v. Clark County Sch. Dist.*, 312 F.R.D. 594, 603 (D. Nev. 2016) (citing the Chief Justice’s Year-  
 4 End Report describing the amendments). Under the current rules, “[t]he fundamental principle of  
 5 amended Rule 26(b)(1) is ‘that lawyers must size and shape their discovery requests to the  
 6 requisites of a case.’ . . . The pretrial process must provide parties with efficient access to what is  
 7 needed to prove a claim or defense, but eliminate unnecessary or wasteful discovery. This requires  
 8 active involvement of federal judges to make decisions regarding the scope of discovery.” *Id.*;  
 9 *Kregg v. Maldonado*, 98 A.D.3d 1289, 1290, 951 N.Y.S.2d 301, 302 (2012) (“[I]t is well settled  
 10 that a party need not respond to discovery demands that are overbroad . . . [w]here discovery  
 11 demands are overbroad, the appropriate remedy is to vacate the entire demand rather than to prune  
 12 it.”) (internal citations omitted).

13 ISI’s instant Motion seeks to compel requests that are overbroad, burdensome, and  
 14 disproportionate to the needs of the case under FRCP 26 in that they seek the production of a broad  
 15 category of documents that would include records regarding technology developed by AUSA and  
 16 AUK, which have nothing to do with ISI’s claims for misappropriation or improper use of its  
 17 alleged confidential information. Request 31 seeks documents describing the “technical function  
 18 and operation” of Amelco’s “hardware or software related to retail gambling...in the United States,  
 19 from January 1, 2019 to the present”; Request No. 39 seeks “all JIRA tickets or other similar  
 20 Documents concerning the development of hardware or software related to any Amelco gambling  
 21 or gaming solution developed for or offered for sale in the United States...”, and Request Nos. 43  
 22 and 44 both seek “Documents” or “Communications” concerning the use of any “hardware or  
 23 software shipped by ISI to AUK.”

24 ISI characterizes AUSA and AUK’s objections to these requests as “boilerplate,” but under  
 25 the circumstances they are appropriate because ISI’s requests seek a broad category of documents  
 26 which would impose an unfair and undue burden on AUSA and AUK. Specifically, the documents  
 27 sought might reasonably include records of AUSA’s, AUK’s proprietary technology, financial  
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1 data, and third-party business relationships. This harm substantially outweighs any likely benefit  
 2 for the litigation of material issues in this case. *See V5 Techs. v. Switch, Ltd.*, 334 F.R.D. 306, 310  
 3 (D. Nev. 2019), *aff'd sub nom. V5 Techs., LLC v. Switch, LTD.*, 2:17-CV-2349-KJD-NJK, 2020  
 4 WL 1042515 (D. Nev. Mar. 3, 2020) (“Succinctly stated, the party opposing discovery bears the  
 5 burden of showing the disputed discovery is not relevant, a burden that is met by specifically  
 6 detailing the reasons why each request is irrelevant.”).

7 As to Request No. 31, ISI asks AUSA and AUK to provide “documents sufficient to  
 8 describe the technical function and operation of the hardware or software related to a retail  
 9 gambling or gaming solution sold by Amelco in the United States, from January 1, 2019 to the  
 10 present.” ECF No. 96 at 3. AUSA and AUK objected to this request on the basis that it is  
 11 harassing, unduly burdensome, and overly broad. ISI has issue with AUSA and AUK’s objections  
 12 because ISI has allegedly “provided Amelco with specific types of technical documents that  
 13 Amelco might produce.” ECF No. 96 at 22:1–2. However, as previously noted, ISI may not  
 14 simply rely upon “catchall” phrases or identify categories of trade secrets they intend to pursue at  
 15 trial. *See Imax*, 152 F.3d at 1167. ISI’s general categories of documents are not tailored to what  
 16 trade secrets have been allegedly misappropriated, and are thus not tailored to ISI’s claims because  
 17 ISI has failed to identify what specifically it seeks.

18 As to Request No. 39, ISI is seeking “[a]ll JIRA tickets or other similar Documents  
 19 concerning the development of hardware or software related to *any* Amelco retail gambling or  
 20 gaming solution developed for or offered for sale in the United States, including without limitation  
 21 JIRA tickets exchanged between Amelco and ISI.” ECF No. 96 at 4–5 (emphasis added). AUSA  
 22 and AUK have objected to this request because it would compel AUK to provide “an essentially  
 23 limitless category of documents relating in any way to gaming technology....” Disclosure of every  
 24 JIRA ticket or document of AUSA and AUK’s hardware or software in the gaming space,  
 25 unlimited in time, would require AUSA and AUK to disclose confidential third-party information  
 26 and its own trade secrets, without ISI specifying exactly what it claims AUSA and AUK have  
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1 improperly used or misappropriated. This is not proper and amounts to a fishing expedition for  
2 trade secrets. *See Switch*, 2012 WL 2342929, at \*4; *DeRubeis*, 244 F.R.D. at 680.

3 As to the vague and ambiguous term “JIRA ticket or other similar Document,” AUSA and  
4 AUK objections to this term is meritorious, as, again, ISI has failed to meaningfully identify what  
5 exactly it claims AUSA and AUK have taken or used improperly, and it is not at all clear what  
6 specific hardware or software ISI seeks AUSA and AUK to describe. Notwithstanding these  
7 objections, AUSA and AUK have provided ISI a JIRA ticket log/ledger, but ISI has simply  
8 concluded, without explanation, that such information is “unusable.” ECF No. 96-9 at 4.

9 As to Request Nos. 43 and 44, ISI asks for “Documents” or “Communications” concerning  
10 the “use by AUK of any hardware or software shipped by ISI to AUK.” ECF No. 96 at 6. AUK  
11 provided a response requesting that ISI “clarify what is being sought....” It was eventually  
12 determined that ISI seeks information regarding “two kiosks shipped from ISI to the United  
13 Kingdom.” ECF No. 96 at 17:6. Essentially, ISI is requesting information regarding when the  
14 kiosks were sent, to whom and from whom, the purpose, etc. ISI concedes that it already knows  
15 the requested information since ISI specifically argues in its Motion that it was the party that  
16 shipped the kiosks. *Id.*

17 Nevertheless, in an effort to cooperate, AUSA and AUK have identified one kiosk that was  
18 shipped from Las Vegas to the UK and disclosed this fact to ISI. As to a second kiosk, AUSA and  
19 AUK are in the process of locating whether such a kiosk was in fact received by ISI and as of this  
20 date have been unable to locate such kiosk or confirm whether such kiosk was shipped. AUSA  
21 and AUK have already agreed to supplement their responses as appropriate as discovery is  
22 ongoing.

23 **D. The Court Should Not Award Sanctions Under FRCP 37, as AUK and AUSA’s**  
24 **Objections Are Substantially Justified, and Awarding Sanctions Would Be**  
25 **Unjust.**

26 Under Federal Rule of Civil Procedure 37, a court must not order payment of a movant’s  
27 expenses, including attorneys’ fees, if: (i) the movant filed the motion before attempting in good  
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1 faith to obtain the disclosure or discovery without court action; (2) the opposing party's  
 2 nondisclosure, response, or objection was substantially justified; or (3) other circumstances make  
 3 an award of expenses unjust. Here, all three subsections are met.

4 First, ISI prematurely filed its Motion without meaningfully meeting and conferring as to  
 5 each and every request that it has moved to compel and address AUSA and AUK's objections. ISI  
 6 's emails demanding that AUSA and AUK supplement their responses, without meaningfully agree  
 7 ing to reach some resolution to narrow and clarify its requests, does not amount to a good faith ef  
 8 fort to meet and confer. *See Russell Rd. Food & Beverage, LLC v. Galam*, 2:13-CV-0776-JCM-N  
 9 JK, 2014 WL 12816123, at \*1 (D. Nev. May 12, 2014) ("Only after all the cards have been laid on  
 10 the table, and a party has meaningfully assessed the relative strengths and weaknesses of its positi  
 11 on in light of all available information, can there be a 'sincere effort' to resolve the matter . . . To e  
 12 nsure that parties comply with these requirements, movants must file certifications that 'accurately  
 13 and specifically convey to the court who, where, how, and when the respective parties attempted t  
 14 o personally resolve the discovery dispute.'"); Decl. of Travis DeArman In Further Support of ISI'  
 15 s Mot. To Compel (ECF 96-2) (providing short shrift to any attempt to reach a resolution between  
 16 the parties). The parties were in the process of meeting and conferring regarding AUSA and  
 17 AUK's responses when this Motion was filed. In fact, in an effort to avoid court intervention, AU  
 18 SA and AUK have agreed to supplement their responses if ISI is able to identify its trade secrets  
 19 with reasonable particularity, have already produced JIRA ticket information in their possess  
 20 ion, and continue to search for an alleged second kiosk, if any such kiosk exists.

21  
 22 Second, AUSA and AUK's objections were substantially justified. *See Roberts v. Clark*  
 23 *Cnty. Sch. Dist.*, 312 F.R.D. 594, 609 (D. Nev. 2016) (citing *Pierce v. Underwood*, 487 U.S. 552,  
 24 565, 108 S.Ct. 2541, 101 L.Ed.2d 490 (1988)) (declining to award monetary sanctions on a motion  
 25 to compel where "a position was substantially justified in that the parties had a genuine dispute on  
 26 matters on which reasonable people could differ as to the appropriate outcome."). Many of ISI's  
 27 requests are impermissibly overbroad and not tailored to its claims in this case. *See* FRCP 26  
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(defining the scope of discovery as “any nonprivileged matter that is *relevant to any party’s claim* or defense *and proportional to the needs of the case*, considering the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit) (emphasis added). For example, request No. 31 seeks a *vast* production of documents describing the technical function and operation of Amelco’s hardware and software in the United States regardless of whether that would relate to ISI’s claims.

Third, awarding sanctions in this circumstance would be unjust. The parties have been in the process of meeting and conferring on the issues raised in this Motion, AUK and AUSA have in fact produced information in response, and ISI’s Motion is premature considering that AUSA and AUK have indicated a willingness to produce additional documents subject to ISI’s narrowing of the scope of the requests and appropriately identifying its purported trade secrets. Thus, any attorneys’ fees incurred as a result of filing the Motion was in the control of ISI and fees incurred as a result of meet and confer efforts could have been avoided had ISI propounded reasonable and appropriately tailored requests.

#### IV. CONCLUSION

Based on the foregoing, Amelco respectfully requests that the Court deny ISI’s Second Motion to Compel Document Productions Responsive to ISI’s Request Nos. 31, 39, 43, and 44.

Dated: April 15, 2024.

**FENNEMORE CRAIG, P.C.**

By: /s/ John D. Tennert  
 John D. Tennert, III (Nev. Bar No. 11728)  
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 Wade Beavers (Nev. Bar No. 13451)  
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*Attorneys for Amelco UK, Ltd. and Amelco USA, LLC*

**CERTIFICATE OF SERVICE**

I certify that I am an employee of FENNEMORE CRAIG, P.C., and that on this date, pursuant to FRCP 5(b), I am serving a true and correct copy of the **OPPOSITION TO PLAINTIFF ISI'S SECOND MOTION TO COMPEL DOCUMENT PRODUCTIONS RESPONSIVE TO ISI'S REQUEST NOS. 31, 39, 43, and 44** on the parties set forth below by:

\_\_\_\_\_ Hand delivery at parties' 16.1 conference

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DATED: April 15, 2024.

/s/ Shawna Charleton  
Employee of FENNEMORE CRAIG, P.C.